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May 13, 2015

Crossroads Bank
1205 North Cass Street
Wabash, Indiana 46992

Re: Master Equipment Lease-Purchase Agreement Dated May 12, 2015
and Lease Schedules Thereto

Ladies and Gentlemen:

As counsel for City of West Lafayette, Indiana, ("*Lessee*"), I have examined the Master Equipment Lease-Purchase Agreement duly executed by Lessee and dated May 12, 2015 (the "*Master Lease*"), which has been incorporated by reference into the Lease Schedule No. 1 dated May 12, 2015 ("*Lease Schedule No. 1*") each between Lessee and Crossroads Bank. ("*Lessor*"), the form of the Certificate of Acceptance (the "*Certificate of Acceptance*") attached to Lease Schedule No. 1 and the proceedings taken by the City Council a governing body of Lessee to authorize on behalf of Lessee the execution and delivery of the Master Lease, Lease Schedule No. 1, the Certificate of Acceptance and all additional equipment schedules and related payment schedules to be entered into pursuant to the Master Lease (each of which is herein referred to as an "*Additional Lease Schedule*") and to be executed and delivered in substantially the same manner and in substantially the same form as Lease Schedule No. 1. The Master Lease, Lease Schedule No. 1 and the related Certificate of Acceptance are herein collectively referred to as the "*Lease*." The Master Lease and any Additional Lease Schedule and the related Certificate of Acceptance are herein collectively referred to as an "*Additional Lease*." Based upon the foregoing examination and upon an examination of such other documents and matters of law as I have deemed necessary or appropriate, I am of the opinion that:

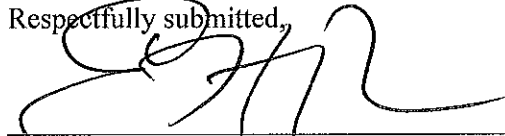
1. Lessee is a City duly organized and legally existing as a political subdivision, municipal corporation or similar public entity under the Constitution and laws of the State of Indiana with full power and authority to enter into the Master Lease, Lease Schedule No. 1, the Certificate of Acceptance and each Additional Lease Schedule.
2. The West Lafayette Board of Public Works and Safety has the legal capacity and authority to enter into the Master Lease and all related agreements which shall be a valid and binding agreement of the City of West Lafayette, Indiana.
3. The Master Lease, Lease Schedule No. 1 and each Additional Lease Schedule have each been duly authorized and have been, or, with respect to each Additional Lease Schedule, will be, duly executed and delivered by Lessee. Assuming due authorization, execution and delivery thereof by Lessor, the Master Lease and Lease Schedule No. 1 constitute, and each Additional Lease Schedule will constitute, the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance

with their respective terms, subject to any applicable bankruptcy, insolvency, moratorium or other laws or equitable principles affecting the enforcement of creditors' rights generally.

4. The Certificate of Acceptance has been duly authorized by Lessee and, when a Certificate of Acceptance is duly executed and delivered by Lessee in accordance with Lease Schedule No. 1 or any Additional Lease Schedule, the Lease and each Additional Lease to which a Certificate of Acceptance relates will constitute the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with their respective terms, subject to any applicable bankruptcy, insolvency, moratorium or other laws or equitable principles affecting the enforcement of creditors' rights generally.
5. The Equipment to be leased pursuant to the Lease and each Additional Lease constitutes personal property and when subjected to use by Lessee will not be or become a fixture under applicable law.
6. Lessee has complied with any applicable public bidding requirements in connection with the Lease, each Additional Lease and the transactions contemplated thereby.
7. No litigation or proceeding is pending or, to the best of my knowledge, threatened to restrain or enjoin the execution, delivery or performance by Lessee of the Master Lease, Lease Schedule No. 1 or any Additional Lease Schedule or in any way to contest the validity of the Lease or any Additional Lease, to contest or question the creation or existence of Lessee or its governing bodies or the authority or ability of Lessee to execute or deliver the Lease or any Additional Lease or to comply with or perform its obligations thereunder. There is no litigation pending or, to the best of my knowledge, threatened seeking to restrain or enjoin Lessee from annually appropriating sufficient funds to pay the Rental Payments or other amounts contemplated by the Lease or any Additional Lease.
8. The resolution adopted by the West Lafayette Board of Public Works and Safety, a governing body of the City of West Lafayette, Indiana, authorizing the execution and delivery of the Master Lease, Lease Schedule No. 1, the Certificate of Acceptance, the Additional Lease Schedules, each Certificate of Acceptance and certain other matters was adopted at a meeting that was held in compliance with all applicable laws relating to the holding of open and public meetings.
9. The entering into and performance of the Master Lease, Lease Schedule No. 1 and each Additional Lease Schedule do not, and the execution of a Certificate of Acceptance by Lessee pursuant to Lease Schedule No. 1 and each Additional Lease Schedule will not, violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of Lessee or on the Equipment (as such term is defined in the Master Lease) pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound.

This opinion may be relied upon by purchasers and assignees of Lessor's interest in the Lease and each Additional Lease. [A copy of this opinion may be furnished to, Special Tax Counsel in connection with the Lease or any Additional Lease, which is authorized to rely on this opinion in rendering its opinion as Special Tax Counsel.]

Respectfully submitted,



Eric H. Burns, Attorney for the
City of West Lafayette